

the performance of City work, the City shall issue to an employee in the classifications of Mechanic I/II, Maintenance Worker I/II, Maintenance Technician, CATV Technician I/II/III, Pump Mechanic I/II, and Community Services Officer II shall receive a one-time basic issue of four (4) sets of coveralls, or, at the option of the employee, the cost equivalent thereof in a combination of coveralls, pants, shirts, T-shirts, and jackets and appropriate uniform(s), jackets and footwear for CSO II. Issued clothing shall be replaced by the City as required in the judgment of the department head.

The City will provide cleaning services for City-provided work uniforms.

#### Section 39. Bargaining Unit Assignment Clarification

The positions of Librarian I and Librarian II shall both be in this bargaining unit.

Upon ratification of this Memorandum of Understanding by vote of the bargaining unit membership, persons assigned to positions classified as Field Supervisor or Assistant Engineer shall no longer be members of this bargaining unit. Those persons, together with any persons who may be assigned such classifications in the future, shall be members of the Mid-Management bargaining unit currently represented by Teamsters Local No. 350. It is understood and agreed that these positions retain salary agreements (a minimum of benchmark linkages shall be maintained) reached during this negotiation and then subsequently be subject to the terms and agreements negotiated by the Mid-Management bargaining unit. It is also further agreed that the Field Supervisor position would remain eligible for over-time or management leave time (but only one option) and that the Assistant Engineer position would be eligible for 60 hours management leave time.

The City agrees to change the title of the Administrative Assistant classification to "Executive Assistant."

#### Section 40. Term

(a) This Memorandum of Understanding, entered into on the 22d day of February, 2001, and retroactive to the 1st day of November 2000, except as otherwise noted, shall remain in effect for those employees employed in the classifications set forth in Appendix "A" for the period from November 1, 2000, and until October 31, 2004, except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

(b) The City and Union shall commence negotiations on the successor agreement to this agreement no later than March 31, 2004, with the goal of concluding negotiations prior to the expiration of this agreement on October 31, 2004.

(c) In the event the parties to this Memorandum of Understanding fail to successfully negotiate

a Memorandum of Understanding to succeed this one, and either party declares an impasse, the parties shall proceed to mediation pursuant to Resolution 1970-20, as amended and if that procedure does not resolve the dispute, the parties shall, within 30 days thereafter, proceed to advisory fact-finding through the use of a three (3) member panel consisting of one (1) member selected by the Union, one (1) member selected by the City and a third member selected by the first two members from a list provided by the State Mediation and Conciliation Service. Authorized costs, if any, associated with the third party's participation shall be borne equally by the Union and the City. The results of such advisory fact-finding shall be kept confidential unless otherwise mutually agreed upon between the Union and the City.

If the parties are unable to reach agreement after the conclusion of such fact-finding, the Union shall not be precluded from conducting informational picketing on City premises in accordance with State and Federal laws, provided the Union, its officers, and representatives shall not prevent any City employee from reporting to work.

This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding, with modifications negotiated by and between the parties, and thereafter approved pursuant to San Bruno City Council Resolution 2001-\_\_.

Dated: February 22, 2001:

For the City of San Bruno:

For the Miscellaneous Employee  
Unit, represented by Teamsters Local  
856:

\_\_\_\_\_  
Frank Hedley, City Manager

\_\_\_\_\_  
Larry Ferrigno, Business Agent

\_\_\_\_\_  
Steve Rogers, Assistant City  
Manager

\_\_\_\_\_  
Dave Lind, Mechanic II

\_\_\_\_\_  
AnnMarie Scala, ACR III

\_\_\_\_\_  
Dave Thomas, CATV Director

\_\_\_\_\_  
Judy Steele, Library Assistant II

\_\_\_\_\_  
Scott Munns, Public Works Director

\_\_\_\_\_  
John Rosewicz, Maintenance Worker  
II

\_\_\_\_\_  
Marty Cardone, Maintenance Worker  
II

\_\_\_\_\_  
John Tallitsch, PW Inspector/Eng'g